been treated with a degree of rigidity which probably would not have obtained at common law. Therefore, as between this country and England, where the question is largely one of precedent, a difference is shown in the method of approach. Cf. *State* v. *Norvell*, 2 Yerg. (Tenn.) 24, and *Windsor* v. *Queen*, 10 Cox C. C. 276, aff'd. 7 B. & S. 490. But any such difference would not account for the decision in the principal case, which is contrary to the authority of analogous cases in both the United States and England. *Rex* v. *Bitton*, 6 C. & P. 92; *Rex* v. *Bowman*, 6 C. & P. 337; *People* v. *Connor*, 142 N. Y. 130, 36 N. E. 807; *State* v. *Phillips*, 104 N. C. 786, 10 S. E. 463. A judgment rendered by a court of incompetent jurisdiction is illegal and void. *Commonwealth* v. *Peters*, 12 Metc. (Mass.) 387; *Murray* v. *American Surety Co.*, 17 C. C. A. 138, 70 Fed. 341. Therefore an acquittal by such a tribunal should not be a bar to a later action before a court which has jurisdiction. Moreover, the English Criminal Procedure Act of 1857, by stipulating that it is sufficient for the defendant to plead that he had been lawfully convicted or acquitted of the offense charged, seems to have covered the point.

DANGEROUS PREMISES — LIABILITY TO LICENSEES — EFFECT OF STATUTE REQUIRING CAN CONTAINING GASOLENE TO BE MARKED. — The plaintiff, a licensee, having permission to build a fire and warm himself in the defendant's shop, while attempting to do so was injured by pouring gasolene, which he mistook for kerosene, into the stove. The plaintiff had no right to use the contents of the can. The can containing the gasolene was unmarked, which was in violation of a statute requiring gasolene to be kept in a red can plainly lettered. *Held*, that a demurrer to this declaration be sustained. *Molin* v. *Wisconsin Land Co.*, 20 Det. L. N. 895 (Mich., Menominee Co., C. C.).

The unlabeled gasolene was at most a latent defect in the defendant's premises. See *Harper* v. *Standard Oil Co.*, 78 Mo. App. 338, 344. And there being no allegation of any customary use of kerosene for the building of fires or any other purpose, the defendant could not foresee danger to the plaintiff, and so owed him no duty at common-law. *Armstrong* v. *Medbury*, 67 Mich. 250, 34 N. W. 566. But the statute imposed an obligation upon the keeper of gasolene, for the violation of which he is punishable criminally by fine and imprisonment. MICH. PUB. ACTS 1909, Act 37. If a defendant owes a duty of care at common law as regards his conduct toward a plaintiff, the violation of a criminal statute declaratory of that conduct will constitute negligence *per se*. *Bolt* v. *Pratt*, 33 Minn. 323, 23 N. W. 237. But if there is no common-law duty of care, the breach of a penal statute should not make the defendant liable civilly, unless the legislature shows an intention to give a civil remedy by express words or strong implication. *Behler* v. *Daniels*, 19 R. I. 49, 31 Atl. 582. *Mack* v. *Wright*, 180 Pa. 472, 36 Atl. 913. *Contra*, *Parker* v. *Barnard*, 135 Mass. 116; see *Butz* v. *Cavanagh*, 137 Mo. 503, 511, 38 S. W. 1104, 1105. This last is entirely a question of statutory interpretation. *Atkinson* v. *Waterworks Co.*, 2 Ex. Div. 441; *Vallance* v. *Falle*, 13 Q. B. D. 109. And it is submitted that no such intention on the part of the legislature can be drawn from this statute. The courts generally have been far too loose in allowing civil remedies under such statutes. But in the principal case, even if the plaintiff be allowed the benefit of the statute still the court's result is correct. For although the unlawful use of the contents of the can did not forfeit his license (*Spades* v. *Murray*, 2 Ind. App. 401, 28 N. E. 709), the plaintiff should be barred on the ground of contributory illegality. *Banks* v. *Highland, etc. Ry. Co.*, 136 Mass. 485.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — CONTRACT INVOLVING BREACH OF PRIOR CONTRACT. — The defendant was under contract to perform certain services for a third party. The plaintiff induced the

defendant to break this contract and enter into a similar one with him. The plaintiff sues for breach of this second contract. *Held*, that the contract was illegal, and the plaintiff may not recover. *Wanderers Hockey Club* v. *Johnson*, 25 West. L. R. 434 (Brit. Col.). For a discussion of the question involved, see NOTES, p. 273.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — PRIVATE AGREEMENT OF DIRECTOR WITH STOCKHOLDER. — The B. Co., being in financial straits, by an agreement approved in general meeting voted to allow the defendant two representatives on the board of directors in return for his providing additional capital. Accordingly, the defendant made the plaintiff a director of the B. Co., and privately contracted to pay him £200 yearly so long as he remained on the board, but it was not contemplated that the plaintiff should promote the defendant's interests as distinguished from those of the shareholders as a whole. *Held*, that the plaintiff may recover on the contract. *Kregor* v. *Hollins*, 109 L. T. R. 225 (Ct. of App., Oct. 18, 1913).

A contract by an employee with a third party to assume a position which might lead him to act to his employer's prejudice is illegal. *Rice* v. *Wood*, 113 Mass. 133; *Goodell* v. *Hurlbut*, 5 N. Y. App. Div. 77. The agreement being calculated to bias the agent's mind, that it does not in fact do so is immaterial. *Harrington* v. *The Victoria Graving Dock Co.*, 3 Q. B. D. 549. The situation of the corporation director is analogous, for to him the shareholders look for disinterested transaction of corporate business. *West* v. *Camden*, 135 U. S. 507. Wherever an employer fully apprised of this other interest of his employee clearly assents thereto, the contract is unobjectionable. *Rice* v. *Wood*, *supra*; *Bell* v. *McConnell*, 37 Ohio St. 396. But there must be unmistakable evidence that the employer assented, having a full knowledge of all the facts. *Marshall* v. *Reed*, 32 Pa. Super. Ct. 60. The court reasons that the contract sued on is not void as against public policy, because of the fact that the original agreement by the B. Co. with the defendant must have contemplated that the latter would contract to pay his directors. But this is accepting as a substitute something less than the full disclosure regularly required to validate a dual agency.

INTERNATIONAL LAW — NATURE AND EXTENT OF SOVEREIGNTY — JURISDICTION OVER VESSELS. — Death was caused by the explosion of a boiler on a Michigan vessel in the Canadian waters of the Great Lakes. *Held*, that the law of Michigan governs. *Thompson T. & W. Ass'n.* v. *McGregor*, 207 Fed. 209 (C. C. A. Sixth Circ.).

For a discussion of the jurisdiction over vessels, see this issue of the REVIEW, at p. 268.

INTOXICATING LIQUORS — LEGISLATION — INTERPRETATION: APPLICATION OF PROHIBITIONS AGAINST SELLING AND TRANSPORTING TO THE PURCHASER OR HIS AGENT. — A city ordinance prohibited the sale or transportation of intoxicating liquors. The defendant, acting as agent, purchased and carried to his principals some whiskey sold in violation of the ordinance. He was indicted for transporting contraband liquors. *Held*, that the prohibition against the transportation does not apply to the buyer's agent. *City of Anderson* v. *Fant*, 79 S. E. 641 (S. C.).

It has been held that a statute prohibiting the sale of liquor does not apply to the purchaser, because, by prohibiting only selling, it impliedly excludes buying from its scope. *State* v. *Rand*, 51 N. H. 361. See *Commonwealth* v. *Willard*, 22 Pick. (Mass.) 476, 479. The buyer, however, is not indicted for the act of buying, but as a principal in causing the crime of selling. And one